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OSA-2311-62
COPY 3 OF 4

BHC62-9031-343

Copy # 3

FINAL SETTLEMENT PROPOSAL

CONTRACT BB-425, TASK ORDER #2

NOVEMBER 5, 1962

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SPECIAL HANDLING

RELEASE

Contract No. ~~BB-425, T.O. #2~~

25X1A

25X1A Pursuant to the terms of Contract No. ~~BB-425, T.O. #2~~ and in consideration of the sum of thirty-three thousand nine hundred ninety dollars ($ 33,990) which has been or is to be paid under the said contract to [redacted] (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the United States of America (hereinafter called the Government) does remise, release and discharge the Government, their officers, agents and employees of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

- None -

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Government to third parties arising out of the performance of the said contract which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Government within the period specified in the said contract.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Government and relating to the defense or prosecution of litigation.

IN WITNESS WHEROF, this release has been executed this _____ day of _____, 1962.

[redacted] 25X1A

BY _____

TITLE _____

I, _____, certify that I am the _____ (Official Title) of the corporation named as Contractor in the foregoing release; that _____, who signed said release on behalf of the Contractor, was then _____ (Official Title) of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____

(CORPORATE SEAL)

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ASSIGNMENT OF REFUNDS, REBATES AND CREDITS

Contract No. 88-425, T.O. #2

25X1A

Pursuant to the terms of Contract No. 88-425, T.O. #2 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, [redacted] Massachusetts, (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the United States of America (hereinafter called the Government) all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.

2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due, or which may become due, and to promptly forward to the Government checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.

3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this _____ day of _____, 1962.

[redacted] 25X1A

BY _____

TITLE _____

I, _____, certify that I am the _____ (Official Title) of the corporation named as Contractor in the foregoing assignment; that _____, who signed said assignment on behalf of the Contractor, was then _____ (Official Title) of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____

(CORPORATE SEAL)

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SPECIAL HANDLING

CERTIFICATION FOR PERCENTAGE OF COMPLETION

(Task Order No. 2, Contract BB425)

I hereby certify that the percentage of completion of work called for in Contract Task Order No. 2 to BB425, as determined by estimate made and approved by me, was not less than 37% as of 5 April 1962.

25X1A

[redacted]

By: [redacted]

Title: Project Manager

Dated: Oct 12 1962

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DEPARTMENT OF DEFENSE

SETTLEMENT PROPOSAL FOR COST-REIMBURSEMENT TYPE CONTRACTS

Form Approved
Budget Bureau No. 22-R070

To be used by prime contractors submitting termination claims on cost-reimbursement type contracts under Section VIII of the Armed Services Procurement Regulation. Also suitable for use in connection with terminated cost-reimbursement type subcontracts.

25X1A

COMPANY [redacted]	PROPOSAL NUMBER	CHECK ONE ☐ PARTIAL ☐ FINAL
STREET AD	GOVERNMENT PRIME CONTRACT NO. [redacted]	REFERENCE NO.
CITY AND	EFFECTIVE DATE OF TERMINATION	

ITEM	a	[redacted]
1. DIRECT MATERIAL		
2. DIRECT LABOR		
3. INDIRECT FACTORY EXPENSE		
4. DIES, JIGS, FIXTURES AND SPECIAL TOOLS		
5. OTHER COSTS		
6. GENERAL AND ADMINISTRATIVE EXPENSE		
7. *TOTAL COSTS (Items 1 thru 6)*		
FEE		
9. SETTLEMENT EXPENSES		
10. SETTLEMENTS WITH SUBCONTRACTORS		
11. GROSS PROPOSED SETTLEMENT *(Items 7 thru 10)*		
12. DISPOSAL AND OTHER CREDITS		
13. NET PROPOSED SETTLEMENT *(Items 11 less12)*		
14. PREVIOUS PAYMENTS TO CONTRACTOR		
15. NET PAYMENT REQUESTED *(Item 13 less 14)*		

25X1A

CERTIFICATE

THE UNDERSIGNED, INDIVIDUALLY AND AS AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR, CERTIFIES THAT HE HAS EXAMINED THIS SETTLEMENT PROPOSAL AND THAT, TO THE BEST OF HIS KNOWLEDGE AND BELIEF:

(1) AS TO CONTRACTOR'S OWN CHARGES - THE PROPOSED SETTLEMENT *(exclusive of charges set forth in Item 10)* AND SUPPORTING SCHEDULES AND EXPLANATIONS HAVE BEEN PREPARED FROM THE BOOKS OF ACCOUNT AND RECORDS OF THE CONTRACTOR IN ACCORDANCE WITH THE TERMS OF THE CONTRACT, THEY INCLUDE ONLY THOSE CHARGES ALLOCABLE TO THE TERMINATED CONTRACT; THEY HAVE BEEN PREPARED WITH KNOWLEDGE THAT THEY WILL, OR MAY, BE USED DIRECTLY OR INDIRECTLY AS THE BASIS OF SETTLEMENT OF A CLAIM OR CLAIMS AGAINST THE UNITED STATES OR AN AGENCY THEREOF; AND THE CHARGES AS STATED ARE FAIR AND REASONABLE.

(2) AS TO SUBCONTRACTORS' CHARGES - (a) THE CONTRACTOR HAS EXAMINED, OR CAUSED TO BE EXAMINED, TO AN EXTENT IT CONSIDERED NECESSARY IN THE CIRCUMSTANCES, THE CLAIMS OF ITS IMMEDIATE SUBCONTRACTORS *(exclusive of claims filed against such immediate subcontractors by their subcontractors)*; (b) THE SETTLEMENTS ON ACCOUNT OF IMMEDIATE SUBCONTRACTORS' OWN CHARGES ARE FAIR AND REASONABLE, SAID CHARGES ARE ALLOCABLE TO THE TERMINATED PORTION OF THIS CONTRACT AND SAID SETTLEMENTS WERE NEGOTIATED IN GOOD FAITH AND ARE NOT MORE FAVORABLE TO ITS IMMEDIATE SUBCONTRACTORS THAN THOSE WHICH THE CONTRACTOR WOULD MAKE IF REIMBURSEMENT BY THE GOVERNMENT WERE NOT INVOLVED; (c) THE CONTRACTOR HAS RECEIVED FROM ALL ITS IMMEDIATE SUBCONTRACTORS APPROPRIATE CERTIFICATES WITH RESPECT TO THEIR CLAIMS, WHICH CERTIFICATES ARE SUBSTANTIALLY IN THE FORM OF THIS CERTIFICATE; AND (d) THE CONTRACTOR HAS NO INFORMATION LEADING IT TO DOUBT (i) THE REASONABLENESS OF THE SETTLEMENTS WITH MORE REMOTE SUBCONTRACTORS OR (ii) THAT CHARGES FOR THEM ARE ALLOCABLE TO THIS CONTRACT. UPON RECEIPT BY THE CONTRACTOR OF AMOUNTS COVERING SETTLEMENTS WITH ITS IMMEDIATE SUBCONTRACTORS, THE CONTRACTOR WILL PAY OR CREDIT THEM PROMPTLY WITH THE AMOUNTS SO RECEIVED, TO THE EXTENT THAT IT HAS NOT PREVIOUSLY DONE SO. THE TERM SUBCONTRACTOR AS USED ABOVE INCLUDES SUPPLIERS.

NAME OF CONTRACTOR	BY *(Signature of authorized official)*	
	TITLE	DATE
NAME OF SUPERVISORY ACCOUNTING OFFICIAL	TITLE	

DD FORM 1 APR 57 547 REPLACES DD FORM 547, 1 MAR 54, WHICH IS OBSOLETE GPO 927604

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